

**ORDINANCE AUTHORIZING AND RATIFYING EMPLOYMENT CONTRACT FOR
THE FIRE CHIEF OF THE CITY OF TROY FIRE DEPARTMENT**

The City of Troy, convened in City Council, ordains as follows:

1. The City of Troy and the Assistant Fire Chief have successfully negotiated the contract shown as Exhibit A, attached hereto and made a part hereof;
2. The City Council hereby authorizes the Mayor to execute said contract on behalf of the City of Troy and ratifies the terms thereof;
3. This act shall take effect immediately.

Approved as to form, February 20, 2019

James A. Caruso, Esq., Corporation Counsel

Memo in Support

Upon the retirement of Fire Chief Thomas Garrett the position of Fire Chief came out from the UFCA bargaining unit per the terms of the contract. The position became classified as a 'non-represented' employee.

As we did with the three Chief positions in the Police Department we have negotiated an employment agreement with the incoming Fire Chief.

This legislation, calling for the ratification of the employment contract for Fire Chief, sets forth the terms of employment.

The terms are written to capture and retain all benefits the incoming Fire Chief had secured as Assistant Chief in the Department. The salary is based on factors including: the pay/benefit scale of comparable positions in the area, the historical rate of pay of these positions in the City of Troy and the spread between these positions and the pay scale of subordinates.

This contract is personal to the individual named in the contract and does not inure to the benefit of his successor.

The legislation offers the following contract for ratification:

1. Employment Contract for Eric McMahon as Fire Chief for a term to commence upon his appointment following ratification of this contract.

Employment Agreement

1. **Agreement.** This employment agreement ("the Agreement") confirms the terms and conditions of the Fire Chief (the "Chief"), to be employed by the City of Troy (the "City"). The terms of the Agreement are effective upon its approval by the Troy City Council.
2. **Duties.** The Chief shall work under the supervision and control of the Mayor.
3. **Salary.** In consideration of the Chief's services to the City, effective _____ the Chief will receive an annual base salary of \$135,600.00. The Chief is a salaried professional exempt from the payment of overtime.
4. **Health Insurance.** The City shall offer health insurance to the Chief. The health insurance plan offered shall be the City of Troy health plan as may be amended from time to time. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief. The Chief may select a single or family plan as applicable.
 - a. The Chief, if hired as an employee for the City prior to July 1, 1996, shall be entitled to health insurance in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent without contribution to the cost of the annual health insurance premium. If the Chief was hired as an employee for the City on or after July 1, 1996, he shall contribute by payroll deduction each month twenty (20%) of the annual premium equivalent cost established for either single or family coverage selected in the same plan (Traditional Blue PPO 898 Plan) or a plan that is substantially equivalent. The plan of benefits and respective premium contributions rates, (0% and 20%), set forth in this provision will remain throughout employment and retirement.
 - b. Medical co-payments applicable to the Chief are as follows:
 - i. **Emergency Care:** Emergency Room visit copay shall be \$100.
 - ii. **Doctor's office visit:** Copays for office visits; pediatrics; internal medicine; family practice; specialists shall be \$25.
 - iii. **Out-patient surgery:** Out-patient surgery copay shall be \$100.
 - iv. **Prescription Copays:**
 - Copayments for Generic prescriptions shall be \$10.
 - Copayments for Brand prescriptions shall be \$25.
 - Copayments for non-preferred prescriptions shall be \$45.
 - c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief will receive health insurance coverage as described herein and in accordance with the Agreement:

- i. The designation of the City of Troy plan shall not limit the City in providing health insurance benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.
 - ii. The Chief may select a single or family plan, as may be applicable, prior to enrollment in Medicare.
 - iii. The Chief and his spouse must enroll in Medicare when eligible and shall be responsible for any and all costs associated with enrollment and/or participation in Medicare in order to receive benefits from the City during retirement.
 - iv. The City may enroll the Chief and his spouse in a Medicare Advantage plan or other plan upon his or her enrollment in Medicare.
 - v. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.
 - vi. The City agrees that it shall pay the monthly premium/premium equivalent cost for health insurance for the spouse of the Chief upon his or her death after retirement or if he is killed in the line of duty with the City. The City's obligation to provide such continued coverage to the spouse of the Chief shall automatically terminate: (1) upon the spouse's enrollment in Medicare, which enrollment is required and an essential obligation of the spouse in order to receive this benefit; (2) upon the spouse getting remarried; or (3) upon the spouse otherwise being covered by any other health insurance, whichever is earliest.
- d. Notwithstanding paragraph 4(c)(iii) of this Agreement, in the event the City agrees in writing to reimburse Medicare Part B premiums paid by former employees above the rank of Captain in the Fire Department, the City agrees to reimburse Medicare Part B premiums paid by the Chief at the same amount and in the same manner.

5. Dental Insurance. The City shall offer dental insurance to the Chief. The dental plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing dental insurance benefits through any other carrier or through any other means, including self-insurance, to personnel covered by this Policy. The Chief may select a single or family plan as applicable.

- a. The Chief shall receive dental insurance coverage at no cost, exclusive of all co-pays, coinsurance or deductible requirements set forth in the plan in which he enrolls.
- b. There shall be a \$2,000.00 annual cap on all dental work.

- c. Upon retirement from the City and after the completion of fifteen (15) years of service with the City, the Chief shall receive dental insurance in accordance with the Agreement.
 - i. The dental insurance plan offered shall be the City of Troy dental plan as may be amended from time to time. The designation of the City of Troy dental plan shall not limit the City in providing benefits through any other carrier or through any other means, including self-insurance, to the Chief if he retires from the City as defined hereinafter.
 - ii. The Chief may select a single or family plan as applicable.
 - iii. The City will pay 50% of the premium for dental coverage.
 - iv. The Chief will be responsible for making the coinsurance and deductible requirements set forth in the plan in which the Chief enrolls.
 - v. There shall be a \$2,000.00 annual cap on all dental work.
 - vi. "Retirement from the City" shall be defined as and requires that the Chief receive pension benefits from the New York State Police and Fire Retirement System or other New York State retirement system from which he is eligible to receive pension benefits immediately on ceasing City service.

6. **Vacation Leave.** Vacation leave is authorized absence from duty with pay. Vacation leave shall be earned in accordance with the following schedule.

| <u>Time Employed with the City</u> | <u>Vacation Leave Earned</u> |
|---|-------------------------------------|
| 61 through 120 months | 20 work days per year |
| 121 through 180 months | 25 work days per year |
| 181 through 240 months | 30 work days per year |
| 241 through 300 months | 35 work days per year |
| 301 or more months | 40 work days per year |

- a. The Chief shall receive credit for a month worked for every month in which he worked or received wages for a minimum of fifteen (15) working days. Time lost by the Chief by reason of absence without pay shall not be considered in computing earned credit for vacation leave.
- b. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy. The Chief may accumulate leave credits for future use up to a maximum of forty (40) workdays.
- c. Vacation leave schedules shall be prepared so as to ensure the continued operation of all City functions without interference.
- d. The Chief shall be entitled to compensation of unused vacation leave in any of the following instances:

- a. The Chief gives at least thirty (30) working days written notice regarding termination of his employment with the City.
 - b. The Chief is placed on indefinite layoff.
 - e. In 2019 only, the Chief may sell back to the City up to twenty five (25) days of unused vacation time. The Chief must notify the City in writing of his intention to do so on or before November 1st. The City shall make payment on or before December 15th of the same year. Thereafter, the Chief may sell back up to ten (10) days of unused vacation time each calendar year in the same manner described hereinbefore. Further, the Chief may transfer up to 5 unused vacation days each year to his bank of Holiday Comp time.
7. **Sick Leave.** The Chief shall be allowed time off for illness without limitation. The Chief is required to notice the Mayor of any absence and the reason therefor on the first day of the absence. It is expected that such notice shall be given as soon as possible.
- a. Whenever the Chief is reported sick or disabled, it shall be the duty of the Fire surgeon or other medical professional utilized by the City to inquire into the Chief's condition as soon as possible and, if in his/her judgment, such individual may be unable to perform his duties or may require the attention of a physician, said surgeon or medical professional shall issue a certificate addressed to the Mayor relieving the Chief from duty.
 - b. Nothing in this provision shall limit the City's exercise or enforcement of its rights under law with respect to the Chief if he is unable to work as a result of illness or injury not caused by the performance of fire duties.
 - c. If the Chief is unable to perform his duties due to a job-related injury or illness shall, during such absence from duty, he shall continue to receive all benefits under the Agreement to which he would otherwise be entitled.
8. **Bereavement Leave.** The Chief shall be granted five (5) scheduled work days with pay due to death in his immediate family. The term "immediate family" shall include natural parents, foster parents, step parents, grandparents, children, grandchildren, brothers, sisters, spouse, domestic partner, father in law, mother in law, or any relative residing in the individual's household, which leave shall not be cumulative.
9. **Military Leave.** The Chief shall be eligible for such benefits or leave as may apply to him in accordance with the provisions of applicable law.
10. **Holidays.** The Chief shall receive a day's pay for the following holidays:
- | | |
|-----------------------|------------------|
| New Year's Day | Independence Day |
| M.L. King Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veteran's Day |
| Election Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

Should the Chief actually work on any of the above-listed holidays, the Chief shall receive up to 8 hours of additional pay, prorated for each hour actually worked.

11. Accrued Time. Compensatory time may not be earned by the Chief. If the Chief has previously accrued unused compensatory, holiday compensatory and/or bonus time he may cash it out at any time, at the pay rate the Chief receives at the time of cash out. Any previously accrued unused compensatory, holiday compensatory and/or bonus time will be cashed out upon separation of employment if the Chief gives at least one (1) month written notice regarding termination of his employment with the City.

12. Longevity. The City will pay a longevity allowance to the Chief as follows:

| <u>Length of Service Completed</u> | <u>Amount</u> |
|------------------------------------|---------------|
| Ten (10) years | \$1,000.00 |
| Fifteen (15) years | \$1,200.00 |
| Nineteen (19) years | \$1,400.00 |
| Twenty-Five (25) years | \$1,600.00 |
| Twenty-Nine (29) years | \$2,000.00 |

Such allowance shall become effective as of the first day of the year when the anniversary date occurs within that year. All longevity payments shall be made in a lump sum on the first day of December each year.

13. Legislative Approvals. The term of the Agreement is from _____ to December 31, 2019 and is subject to approval by the Troy City Council. The Agreement is intended to be read *in pari materia* with the Troy City Charter and Code with respect to any and all terms in the Charter and Code which reference those positions.

- a. The Agreement does not amend, limit or otherwise change the rights of the City under the City Charter, Code or any other applicable rule, regulation, statute or other authority with respect to the positions referenced herein. The City retains all rights, duties and powers under all applicable law with respect to the positions referenced herein.

FOR THE EMPLOYEE

FOR THE CITY OF TROY

By: _____
Eric McMahon

By: _____
Wm. Patrick Madden
Mayor

Dated: February _____, 2019

Dated: February _____, 2019